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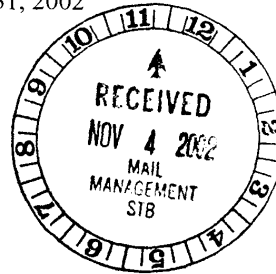
RECORDATION NO. 17644-D FILED

NOV 05 '02 12:30 PM

SURFACE TRANSPORTATION BOARD

October 31, 2002

Secretary  
Surface Transportation Board  
Washington, D.C. 20423



**Re: Documents for Recordation**

Dear Mr./Ms. Secretary:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two fully executed and acknowledged copies (one original and one photocopy) of a Surrender and Termination of Lease Agreement, dated December 31, 2001, between K/S Nordic Railcarleasing (the "Lessor") and The State of Maryland acting through the Maryland Department of Transportation (the "Lessee"), relating to the Lease Agreement, dated November 22, 1991, between the Lessor and Lessee (the "Termination of Lease").

The Termination of Lease is a secondary document as defined in the Surface Transportation Board's Rules for the Recordation of Documents, 49 C.F.R. Section 1177. The primary document to which this document is connected is recorded under recordation number 17644.

The names and addresses of the parties to the document are as follows:

Lessor (under the Termination of Lease):

K/S Nordic Railcarleasing, a limited partnership established under the laws of Denmark  
Kobmagergade 19  
1150 Copenhagen K  
Denmark

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Lessee (under the Termination of Lease):

THE STATE OF MARYLAND ACTING THROUGH THE MARYLAND DEPARTMENT OF TRANSPORTATION  
10 Elm Road  
P.O. Box 8755  
BWI Airport  
Maryland 21240

A description of the railroad equipment covered by the enclosed document is as follows:

Forty-nine (49) railcars, manufactured by Sumitomo Corporation of America, and consisting of (i) twenty-four (24) MARC IIB railcars, consisting of 6 Cab Control Cars-E/H (bearing car numbers 7757-7762), 9 E/H Trailer Cars (bearing car numbers 7791-7799) and 9 Trailer Cars (bearing car numbers 7716-7719 and 7721-7725), all such numbers being inclusive, and (ii) twenty-five (25) MARC II railcars, consisting of 6 Trailer Cars (bearing car numbers 7700-7705), 6 Trailer Cars (bearing car numbers 7710-7715), 11 Cab Control Cars-E/H (bearing car numbers 7745-7751 and 7553-7756), and 2 Coach Trailer Cars (bearing car numbers 7706-7707), all such numbers being inclusive.

Also enclosed is a check in the amount of \$28.00 payable to the order of the Secretary, Surface Transportation Board, Washington, D.C. covering the required recordation fee of \$28.00 for such document. Please return the original with evidence of recordation and any extra copies not needed by the Surface Transportation Board for recordation to: Teri M. Guarnaccia, Esq., Ballard Spahr Andrews & Ingersoll, LLP, 300 E. Lombard Street, 19<sup>th</sup> Floor, Baltimore, Maryland 21202.

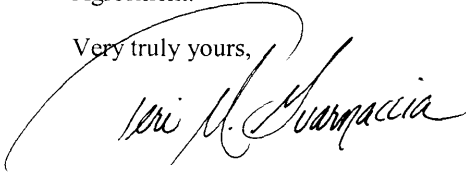
A short summary of the document to appear in the index as follows:

Termination of Lease Agreement, dated December 31, 2001, between K/S Nordic Railcarleasing, a limited partnership established under the laws of Denmark (the "Lessor") and The State of Maryland acting through the Maryland Department of Transportation (the "Lessee"), which is a document to terminate that certain Lease Agreement, dated November 22, 1991, between Lessor and Lessee, with respect to forty-nine (49) railcars, manufactured by Sumitomo Corporation of America, and consisting of (i) twenty-four (24) MARC IIB railcars, consisting of 6 Cab Control Cars-E/H (bearing car numbers 7757-7762), 9 E/H Trailer Cars (bearing car numbers 7791-7799) and 9 Trailer Cars (bearing car numbers 7716-7719 and 7721-7725), all such numbers being inclusive, and (ii) twenty-five (25) MARC II railcars, consisting of 6 Trailer Cars (bearing car numbers 7700-7705), 6 Trailer Cars (bearing car numbers 7710-7715), 11 Cab Control Cars-E/H (bearing car numbers 7745-7751 and 7553-7756), and 2 Coach Trailer Cars (bearing car numbers 7706-7707), all such numbers being inclusive.

October 31, 2002  
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Please note, the Termination of Lease Agreement was previously submitted for recordation together with two other documents, as indicated on the enclosed memorandum. The marked items have been corrected, however, please do not hesitate to contact me should you have questions or need additional information to assist in the recordation of the Termination of Lease Agreement.

Very truly yours,

A handwritten signature in cursive script, reading "Teri M. Quarmaccia". The signature is written in dark ink and is positioned below the "Very truly yours," text. The first name "Teri" is written in a smaller, more compact script, while "M." is a simple monogram, and "Quarmaccia" is written in a larger, more flowing cursive style.

RECORDATION NO. 17644-D FILED

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SURFACE TRANSPORTATION BOARD

**SURRENDER AND TERMINATION OF LEASE AGREEMENT**

This Surrender and Termination of Lease Agreement ("Surrender Agreement") is entered into this 31<sup>st</sup> day of December, 2001, by and between THE STATE OF MARYLAND acting through the MARYLAND DEPARTMENT OF TRANSPORTATION ("Lessee") and K/S NORDIC RAILCARLEASING ("Lessor").

**WITNESSETH:**

WHEREAS, Lessor and Lessee entered into a Lease Agreement (the "Lease") dated November 22, 1991, with respect to 49 railcars as more particularly described therein (the "Equipment");

WHEREAS, Lessee was granted the option to purchase the Equipment in Section 15.01 of the Lease (the "Option") and has given the proper notice as required under the Lease with respect to exercise of the Option on December 31, 2001; and

WHEREAS, Lessor agrees to surrender and terminate the Lease and Lessee desires to accept such surrender all as set forth herein.

NOW THEREFORE, in consideration of the sum of \$1.00 and other good and valuable consideration and of the agreements of the parties hereinafter set forth, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Recitals. The recitals set forth hereinabove are true and correct and are incorporated herein by reference.
2. Surrender and Termination. Effective as of December 31, 2001 (the "Surrender Date"), Lessor has surrendered and delivered to Lessee complete and full possession of the Equipment. Lessor's right, title and interest therein shall be deemed abandoned and all legal right, title and interest therein shall be deemed vested in Lessee. The Lease shall terminate as if December 31, 2001 was the scheduled expiration date of the Lease. In furtherance thereof, Lessor warrants and represents that it owns legal title to all of the Equipment, free and clear of any outstanding liens, encumbrances, security interest or the claims of others therein granted by Lessor. Lessor further agrees to indemnify and to hold Lessee harmless from any damages and defend Lessee in any action resulting from the claim related to the foregoing warranty of any parties to any right, title and interest in the abandoned property, which indemnity expressly shall survive termination of the Lease.
3. Release. As of the Surrender Date, the Lease shall terminate as set forth herein and the parties shall have no further rights or obligations under the Lease except with respect to any rights and obligations that are expressly intended under the terms of the Lease to survive the expiration or termination of the Lease.

4. Option. Lessor agrees that Lessee has given proper notice under the Lease and has complied with all other requirements necessary to exercise the Option under the Lease, and that the exercise of the Option by the Lessee will not incur any penalty, payment or otherwise.

5. Miscellaneous. The conditions, covenants and agreements herein contained shall inure to the benefit of and be binding upon the respective parties and their successors and assigns. Lessee and Lessor each hereby represent that they have all necessary power and authority to execute and deliver this Surrender Agreement without the joinder or consent of any other person. This Surrender Agreement may be executed in one or more counterparts, in which case each counterpart shall constitute an original of this Surrender Agreement. Facsimile signatures shall be treated as original signatures. This is the entire agreement between the parties and may not be modified or amended except by a written document signed by the party against whom enforcement is sought. The parties agree that the law of the State of Maryland shall apply with respect to any proceedings that may arise hereunder or in connection with the subject matter of this Surrender Agreement. The courts of the State of Maryland shall have jurisdiction to enforce the terms and conditions of this Surrender Agreement and the parties hereto reaffirm their consent to such jurisdiction.

IN WITNESS WHEREOF, the parties have executed this Surrender Agreement as of the day and year first set above.

WITNESS:

THE STATE OF MARYLAND acting through  
the MARYLAND DEPARTMENT OF  
TRANSPORTATION

Phyllis T. Kreucher

By: [Signature] (SEAL)  
John D. Porcari  
Secretary of the Maryland  
Department of Transportation

APPROVED FOR FORM AND LEGAL SUFFICIENCY  
FOR THE STATE OF MARYLAND:

By: Thomas G. Peter  
Thomas G. Peter, Assistant Attorney General,  
Deputy Counsel to the Department of  
Transportation of Maryland

WITNESS:

K/S NORDIC RAILCARLEASING

\_\_\_\_\_

By: \_\_\_\_\_ (SEAL)  
Flemming Pelby  
Financial Director

STATE OF MARYLAND, CITY/COUNTY OF ANNE ARUNDEL, TO WIT:

On this 25<sup>th</sup> day of February, 2002, before me, the undersigned officer, personally appeared John D. Porcari, known to me, who being by me duly sworn, says that he is the Secretary of the Maryland Department of Transportation, a principal department and unit of the government of the State of Maryland (the "Agency"), that the foregoing instrument was signed on behalf of said Agency and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Agency.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Phyllis T. Kreisher  
Notary Public

(SEAL)

My Commission Expires: **PHYLLIS T. KREISHER**  
**NOTARY PUBLIC STATE OF MARYLAND**  
**My Commission Expires July 1, 2005**

DENMARK

ss:

CITY OF COPENHAGEN

On this \_\_\_\_ day of February, 2002, before me, the undersigned officer, personally appeared Flemming Pelby, known to me, who being by me duly sworn, says that he is the Financial Director of K/S Nordic Railcarleasing, a limited partnership established under the laws of Denmark (the "Limited Partnership"), that the foregoing instrument was signed on behalf of said Limited Partnership by authority of its general partner, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Limited Partnership.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public

(SEAL)

My Commission Expires:

4. Option. Lessor agrees that Lessee has given proper notice under the Lease and has complied with all other requirements necessary to exercise the Option under the Lease, and that the exercise of the Option by the Lessee will not incur any penalty, payment or otherwise.

5. Miscellaneous. The conditions, covenants and agreements herein contained shall inure to the benefit of and be binding upon the respective parties and their successors and assigns. Lessee and Lessor each hereby represent that they have all necessary power and authority to execute and deliver this Surrender Agreement without the joinder or consent of any other person. This Surrender Agreement may be executed in one or more counterparts, in which case each counterpart shall constitute an original of this Surrender Agreement. Facsimile signatures shall be treated as original signatures. This is the entire agreement between the parties and may not be modified or amended except by a written document signed by the party against whom enforcement is sought. The parties agree that the law of the State of Maryland shall apply with respect to any proceedings that may arise hereunder or in connection with the subject matter of this Surrender Agreement. The courts of the State of Maryland shall have jurisdiction to enforce the terms and conditions of this Surrender Agreement and the parties hereto reaffirm their consent to such jurisdiction.

IN WITNESS WHEREOF, the parties have executed this Surrender Agreement as of the day and year first set above.

WITNESS:

THE STATE OF MARYLAND acting through  
the MARYLAND DEPARTMENT OF  
TRANSPORTATION

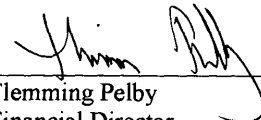
\_\_\_\_\_  
By: \_\_\_\_\_ (SEAL)  
John D. Porcari  
Secretary of the Maryland  
Department of Transportation

APPROVED FOR FORM AND LEGAL SUFFICIENCY  
FOR THE STATE OF MARYLAND:

By: \_\_\_\_\_  
Thomas G. Peter, Assistant Attorney General,  
Deputy Counsel to the Department of  
Transportation of Maryland

WITNESS:

K/S NORDIC RAILCARLEASING

\_\_\_\_\_  
By:  (SEAL)  
Flemming Pelby  
Financial Director

STATE OF MARYLAND, CITY/COUNTY OF \_\_\_\_\_, TO WIT:

On this \_\_\_\_ day of February, 2002, before me, the undersigned officer, personally appeared John D. Porcari, known to me, who being by me duly sworn, says that he is the Secretary of the Maryland Department of Transportation, a principal department and unit of the government of the State of Maryland (the "Agency"), that the foregoing instrument was signed on behalf of said Agency by authority of its Board of Public Works and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Agency.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public

(SEAL)

My Commission Expires:

DENMARK

ss:

CITY OF COPENHAGEN

On this \_\_\_\_ day of February, 2002, before me, the undersigned officer, personally appeared Flemming Pelby, known to me, who being by me duly sworn, says that he is the Financial Director of K/S Nordic Railcarleasing, a limited partnership established under the laws of Denmark (the "Limited Partnership"), that the foregoing instrument was signed on behalf of said Limited Partnership by authority of its general partner, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Limited Partnership.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public

(SEAL)

My Commission Expires:





Flemming Bo Pelby, who today signed the document hereinbefore set out in my presence, is authorised to sign on behalf of the company in pursuance of an extract dated 20.8.2001 from the register of the Danish Commerce and Companies Agency.

Flemming Bo Pelby proved his identity to me by presentation of his passport.

In witness whereof:

**THE COURT OF Roskilde**

*Jette Mose-Nielsen*  
**Jette Mose-Nielsen, NOTARY**

19.2.2002



89  
RETTE I ROSKILDE  
19.2.2002